

**TRANSMITTAL AND NOTICE OF APPROVAL OF
STATE PLAN MATERIAL**
FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER:

0 1 — 0 3 0

2. STATE:

Iowa

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID)

TO: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

4. PROPOSED EFFECTIVE DATE

July 1, 2001

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN

☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN

☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

7. FEDERAL BUDGET IMPACT:

a. FFY 01 \$ 45

b. FFY 02 \$ 135

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Supplement 16 to Attachment 4.16-A,
pages 1 through 15

9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION OR ATTACHMENT (If Applicable):

Supplement 16 to Attachment 4.16-A,
pages 1 through 16 (MS-00-20)

10. SUBJECT OF AMENDMENT:

Renewal of agreement with University of Iowa Health Care for services related to EPSDT

11. GOVERNOR'S REVIEW (Check One):

- ☒ GOVERNOR'S OFFICE REPORTED NO COMMENT
☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED
☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

☐ OTHER, AS SPECIFIED:

12. SIGNATURE OF STATE AGENCY OFFICIAL:

13. TYPED NAME:

Jessie K. Rasmussen

14. TITLE:

Director

15. DATE SUBMITTED:

September 6, 2001

9-5-9

16. RETURN TO:

Director
Department of Human Services
Hoover State Office Building
Des Moines, IA 50319-0114

FOR REGIONAL OFFICE USE ONLY

17. DATE RECEIVED:

09/10/01

18. DATE APPROVED:

OCT 31 2001

PLAN APPROVED - ONE COPY ATTACHED

19. EFFECTIVE DATE OF APPROVED MATERIAL:

JUL 01 2001

20. SIGNATURE OF REGIONAL OFFICIAL:

21. TYPED NAME:

Nanette Foster Reilly

22. TITLE:

Acting ARA for Medicaid & State Operations

23. REMARKS:

cc:
Rasmussen
Anderson
CO

SPA CONTROL

Date Submitted: 09/06/01

Date Received: 09/10/01

EARLY AND PERIODIC SCREENING, DIAGNOSIS
AND TREATMENT (EPSDT)

MEMORANDUM OF AGREEMENT

BETWEEN THE

IOWA DEPARTMENT OF HUMAN SERVICES

AND

IOWA CHILD HEALTH SPECIALTY CLINICS

July 1, 2001

through

June 30, 2002

TN No. MS-01-30
Supersedes TN No. MS-00-25

Approval Date
Effective Date

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JUL 01 2001

**IOWA DEPARTMENT OF HUMAN SERVICES
And
IOWA CHILD HEALTH SPECIALTY CLINICS**

1.0 IDENTITY OF PARTIES.

- A. The State of Iowa, Department of Human Services, (referred to in this document as "the Department") is the issuing agency for this Agreement. The Department's address is: Hoover State Office Building, Des Moines, Iowa 50319
- B. Iowa Child Health Specialty Clinic (CHSC) is entering into this Agreement to provide the products and or services defined in 5.0. The address of the CHSC is: University Hospital School, 100 Hawkins Drive, Room 246, Iowa City, Iowa, 52242-1011.

2.0 DURATION OF AGREEMENT.

The term of this Agreement shall be July 1, 2001 through June 30, 2002, unless terminated earlier in accordance with the Termination section of this Agreement.

3.0 DEFINITIONS.

The abbreviations "CHSC" for "Iowa Child Health Specialty Clinics", "DHS" for "Iowa Department of Human Services", and "EPSDT" for "Early and Periodic Screening, Diagnosis and Treatment" will be used in this Agreement. The children served under this Agreement will be EPSDT-eligible children with complex special health care needs. These children have severe chronic illness, depend on technology assistance for daily life support or have complex health needs requiring many community services.

4.0 PURPOSE.

The parties have entered into this Agreement for the purpose of defining the responsibilities of the parties hereto in assessment, planning, and care coordination activities related to the recipients of the Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) of the Iowa Medical Assistance Program. (Title XIX).

5.0 SCOPE OF SERVICES.

The CHSC shall provide the following services in accordance with the defined performance expectations as set forth below

CHSC shall employ staff in the CHSC central and regional offices who can provide DHS with technical assistance and consultation regarding children with complex health care needs.

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A. For recipients of the Title XIX Program who are children with complex special health care needs, a designated CHSC nurse consultant shall assist DHS as needed in the following:

1. Explain the EPSDT program to families and community service providers concerning expanded OBRA 89 services, exceptions to policy, importance of periodic screening services for children with complex special health care needs, etc.
2. Assess the need for and adequacy of health care by reviewing the child's health and developmental needs and providing consultative care recommendations.
3. Coordinate multiple home and community services.
4. Provide resource and referral information, i.e., refer the child and family to appropriate services and be available for consultation/questions.
5. Provide parent/caregiver support and information about family support groups, respite programs, day care and other resources.
6. Facilitate, in special circumstances, diagnostic evaluation by a multidisciplinary team.
7. Provide follow up to assure that planned services were actually received.
8. Provide health related anticipatory guidance to parents/caregivers.
9. Provide other selected functions to enhance access to health care, e.g., early case finding/referral and facilitating communication/collaboration between parents/caregivers and providers or service agencies.
10. To maintain a toll free number that families can contact and receive information from appropriately trained personnel who will provide information and referrals for medical services for children with special health care needs.

B. For assurance and administrative purposes related to Title XIX program children with complex special health care needs, the CHSC designated nurse consultant shall assist DHS as needed in the following:

1. Consult with DHS social workers to determine if the EPSDT services, provider qualifications and conditions of the EPSDT program are met.
2. Serve as an EPSDT resource and liaison for the child's health care providers and the needed community services.
3. Identify available personnel and resources needed to provide the home and community services.
4. Participate as a health consultant or facilitator at care conferences or home visits and assist in developing a family-centered care plan.
5. Encourage and assist EPSDT providers to perform and document EPSDT screening exams.
6. Participate in the development and review of medically-related rules,

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7. Provide health-related technical assistance and consultation regarding children with complex special health care needs to professionals and consumers.
 8. Serve on the EPSDT /Care for Kids Advisory Committee of DHS and related committees; helping to establish the periodicity schedule of health care, reviewing the content of EPSDT screens, and assuring that programs are coordinated and conducted without duplication of effort.
 9. Work in collaboration with the Iowa Department of Public Health and other agencies who serve as EPSDT providers.
- C. DHS staff shall perform the following duties in accordance with responsibility for eligibility determination:
1. Determine on at least an annual basis financial eligibility of persons applying for the Title XIX Program.
 2. Determine service eligibility according to the DHS service program policies, considering recommendations for service needs from the child's primary case manager and the CHSC-designated EPSDT nurse consultant.
 3. Assure the recipient freedom of choice of qualified EPSDT providers when the care plan is being established.
 4. Assure that the recipient or representative is asked to participate in the EPSDT program at the initial determination of Medicaid eligibility and on an annual basis.
 5. Inform the family of EPSDT recipients who are children with complex special health care needs about the services of CHSC as stated in this Agreement.
 6. Refer to CHSC those recipients who are children with complex special health care needs and choose to participate in EPSDT. When DHS requests involvement of CHSC in an EPSDT client's case, the family will sign a release of information and DHS will contact, inform and update CHSC on the client's needs. DHS shall inform CHSC when a child is no longer receiving EPSDT services.
 7. Inform EPSDT program families at the initial determination of Medicaid eligibility and on an annual basis concerning when and what routine EPSDT screenings are recommended.
 8. Assist eligible providers in enrolling as a Medicaid EPSDT provider.
 9. Make available in writing to CHSC all rules and regulations with references to EPSDT eligibility and service criteria. Prior to implementing new rules, CHSC will be notified and consulted for input on changes that affect children with complex special health care needs.
 10. Provide Medicaid training to CHSC staff on site or by telephone conference within six weeks of a request from CHSC.

6.0 COMPENSATION.

The CHSC will be paid for the services described in the Scope of Services section a fee not to exceed \$244,659 for the Agreement period.

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- A. The CHSC shall submit detailed invoices on a quarterly basis for services rendered. The invoices shall be submitted to the Department with appropriate documentation as necessary to support all charges included on the invoice. The Agreement Number shall be placed on all claims for payment. Claims shall be submitted to:

Sally Nadolsky
Department of Human Services
Hoover State Office Building
Des Moines, IA 50319

- B. The invoices shall be reviewed by the Department for accuracy and adequacy of documentation before approval and submission to Payments and Receipts for processing. The State shall pay all approved invoices in arrears and in conformance with Iowa Code Section 421.40 and 701 IAC 201.1(2). The State may pay in fewer than sixty (60) days, as provided in Iowa Code Section 421.40. However, an election to pay in fewer than sixty (60) days shall not act as an implied waiver of Iowa Code Section 421.40.
- C. The Department may retain ten (10) percent of the CHSC's quarterly payments if the Department determines that the CHSC is non-compliant with the Agreement terms. The Department shall notify the CHSC in writing of the noncompliance and provide the CHSC with an opportunity to cure the noncompliance in accordance with the Default and Termination section of this Agreement.
- D. If the non-compliance is not substantially cured within the requisite time frame set out in the Default and Termination section, the Department may commence withholding ten (10) percent of the next payment and may continue to withhold ten (10) percent of the CHSC's succeeding payments until the noncompliance is cured, or the Department may pursue other remedies available to it under this Agreement.

7.0 DEFAULT AND TERMINATION.

A. Termination for Cause by the Department

1. The occurrence of any one or more of the following events shall constitute cause for the Department to declare the CHSC in default of its obligations under this Agreement:
 - a. Failure to observe any condition or perform any obligation created by the Agreement; or
 - b. Failure to make substantial and timely progress toward performance of the Agreement; or
 - c. Failure of the CHSC's work product and services to conform with any specifications noted herein, or in the bid proposal, or RFP, if incorporated by reference.

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2. **Notice of Default by the Department:** If there is a default event caused by the CHSC, the Department shall provide written notice to the CHSC requesting that the default be remedied immediately. If the default or noncompliance continues to be evidenced 30 days' beyond the date of the written notice, the Department may do one or more of the following:

- a. Immediately terminate the Agreement without additional written notice; or
- b. Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

3. Termination upon Notice

Either party may terminate this Agreement, without penalty or incurring of further obligation, upon 60 days' written notice. The CHSC shall be entitled to compensation for services or goods provided prior to and including the termination date.

4. Termination Due to Lack of Funds or Change in Law by the Department

1. The Department shall have the right to terminate this Agreement without penalty by giving 30 days written notice to the CHSC as a result of any of the following:

- a. Adequate funds are not appropriated by the legislature to allow the Department to operate as required and to fulfill its obligations under this Agreement; or
- b. Funds are de-appropriated, not allocated, or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason; or
- c. The Department's authorization to conduct business is withdrawn or there is a material alteration in the programs the Department administers; or
- d. The Department's duties are substantially modified.

2. The Department will make reasonable efforts to secure funding in an effort to pay the CHSC under the terms of this Agreement. If any appropriation to cover the costs of this Agreement becomes available within 60 days subsequent to termination under this clause, the Department agrees to re-enter the Agreement with the CHSC under the same terms as the original Agreement, provided the CHSC is still available to provide the services.

3. In the event of termination of this Agreement due to lack of funds or change in law, the sole remedy of the CHSC shall be payment for services completed prior to termination.

5. **Immediate Termination by the Department.** The following will be cause for immediate termination of the Agreement upon written notice by the Department:

- 1. In the event the CHSC is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Agreement effective as of

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The Department determines that the actions, or failure to act, of the CHSC, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

2. The CHSC fails to comply with confidentiality laws or provisions.

6. Delay or Impossibility of Performance. Neither party shall be in default under this Agreement if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party. If delay results from a subcontractor's conduct, negligence or failure to perform, the CHSC shall not be excused from compliance with the terms and conditions of this Agreement.

7. Upon Expiration or Termination of this Agreement, the CHSC Shall:

1. Deliver to the Department within twenty (20) calendar days after such expiration or termination all data (and data base definitions), records, information and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to the Department;
2. Comply with the Department's instructions for the timely transfer of active files and work being performed by CHSC under this Agreement to the Department or the Department's designee;
3. Protect and preserve property in the possession of the CHSC in which the Department has an interest;
4. Stop work under this Agreement on the date specified in any notice of termination provided by the Department;
5. Submit to the Department invoices substantiating all charges for work performed by CHSC prior to the effective date of expiration or termination;
6. Cooperate in good faith with the Department, its employees and agents during the transition period between the notification of termination and the substitution of any replacement entity.

8.0 INTELLECTUAL PROPERTY.

A. Works Made For Hire

1. All information, reports, studies, object or source code, flow charts, diagrams, and other tangible and intangible material of any nature whatsoever produced by or as a result if any of the Agreement services, and all copies of any of the foregoing, shall be the sole and exclusive property of the Department. All such materials and all copies shall be deemed "works made for hire" of which the Department shall be deemed the author.
2. To the extent that the materials are not deemed "works made for hire", the CHSC shall make an exclusive perpetual, royalty-free assignment of all copy rights in such materials to the Department. The CHSC shall not be entitled to make any use of the materials except as may be expressly permitted in this Agreement.
3. The Department shall have the right to audit the source codes for any software developed by the CHSC and used in connection with this Agreement. The source codes shall be deposited in a location mutually agreeable to the parties. The source codes for the software shall be audited at least once annually during the term of this Agreement and any extension thereof.

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Warranty Regarding Intellectual Property Rights. The CHSC warrants that, in the performance of this Agreement, the CHSC's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the CHSC will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the CHSC or others. The CHSC shall inform the Department in writing, in advance, if the CHSC's performance, furnishing, use, or reliance could reasonably be deemed to infringe any patent, copyright, trademark, trade dress, or other such intellectual property right of the CHSC or of others.

- B. Right to use Intellectual Property. To the extent the CHSC has the right to do so, the furnishing or using of any intellectual property by the CHSC in developing the software, system documentation, and system training shall confer the Department the unrestricted, irrevocable right under the CHSC's intellectual property rights, to make, have made, use sell, license, publish, and/or lease any such intellectual property without the payment of additional consideration by the Department.
- C. Pursuant to 45 CFR 95.617(b), the U.S. Department of health and Human Services (HSS) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, such software, modifications and documentation.

9.0 SUSPENSION AND DEBARMENT. The CHSC certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

10.0 LOBBYING RESTRICTIONS. The CHSC shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

11.0 TOBACCO SMOKE.

- A. Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, Agreement, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each

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violation and/or the imposition of an administrative compliance order on the responsible entity.

- B. CHSCs certifies that it and its subcontractors will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

12.0 AGREEMENT ADMINISTRATION.

A. Independent Contractor. The status of the CHSC, and all subcontractors, shall be that of an independent contractor. The Department shall not provide the CHSC with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither the CHSC nor its employees are eligible for any State employee benefits, including but not limited to, retirement benefits insurance coverage or paid leave. Neither the CHSC nor its employees shall be considered employees of the Department or the State of Iowa for federal or state tax purposes. The Department shall not withhold taxes on behalf of the CHSC (unless required by law). The CHSC shall be responsible for payment of all taxes, fees and charges when due.

B. Compliance with Equal Employment and Affirmative Action Provisions. The CHSC shall comply with all provisions of federal, state and local laws, rules and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The CHSC, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The CHSC shall insure that its employees, agents and subcontractors comply with the provisions of this clause.

C. Compliance with Laws and Regulations. The CHSC, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The CHSC, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

D. Authorization. Each party to this Agreement represents and warrants to the other that:

1. It has the right, power and authority to enter into and perform its obligations under this Agreement.
 2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- D. **Successors in Interest.** All terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

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E. Cumulative Rights. The various rights, powers, options, elections and remedies of either party provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

F. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

G. Time is of the Essence. Time is of the essence with respect to the performance of the terms of this Agreement.

H. Choice of Law and Forum. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in an appropriate Iowa forum.

I. Use of Third Parties. The Department acknowledges that the CHSC may contract with third parties for the performance of any of CHSC's obligations under this Agreement. All subcontracts shall be subject to prior approval by the Department. The CHSC may enter into these Agreements to complete the project provided that the CHSC remains responsible for all services performed under this Agreement. All restrictions, obligations and responsibilities of the CHSC under this Agreement shall also apply to the subcontractors. The Department shall have the right to request the removal of a subcontractor from the Agreement for good cause.

J. Third Party Beneficiaries. There are no third party beneficiaries to the Agreement. This Agreement is intended only to benefit the Department and the CHSC.

K. Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind of agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent entity agreeing for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any Agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Agreement. If the CHSC is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of such activities and obligations.

L. Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the CHSC shall be considered an assignment.

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M. Solicitation. The CHSC warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

N. Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement shall be fully executed by both parties.

O. Additional Provisions. The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

P. Confidentiality. Information of the Department that identifies clients and services is confidential. The CHSC and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to this Agreement. CHSC shall not use confidential information for any purpose other than carrying out CHSC's obligations under this Agreement. The CHSC shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The CHSC may be held civilly or criminally liable for improper disclosure. CHSC shall promptly notify the Department of any request for disclosure of confidential information received by the CHSC.

DHS and CHSC shall comply with all applicable federal and state laws and regulations regarding the confidentiality of all client records, and the information contained therein. DHS and CHSC also agrees to obtain written consent from the client, provider and/or other authorized representative, for the release of information to any individual or entity not associated with the administration of the program.

Q. Records Retention and Access. The CHSC shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Department throughout the term of this Agreement for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records. The CHSC shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the CHSC relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Agreement, wherever such records may be located.

R. Express Warranties. The CHSC expressly warrants, within the standards of care used within the industry, all aspects of the goods and services provided or used by it in the performance of this Agreement.

S. Headings or Captions. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

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T. Integration. This Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.

U. Supersedes Former Agreements or Agreements. This Agreement supersedes all prior Agreements or Agreements between the Department and the CHSC for services and products provided in connection with this Agreement.

V. United States Department of Health and Human Services (HHS) Contingency. This Agreement is subject to approval, review, and modification of the HHS.

W. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the CHSC, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

X. Notices. Notices under this Agreement shall be in writing to the individual at the address as it appears. The effective date for any notice under this Agreement shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon, or by recognized overnight delivery service such as Federal Express or UPS:

13.0 CONTACT PARTIES

If to Agency: Department of Human Services
Attn.: Sally Nadolsky
Bureau of Health Care Purchasing and Quality
Management

If to CHSC: Child Health Specialty Clinic
Attn.: Brian Wilkes
Health and Disease Management

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14.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

CHILD HEALTH SPECIALTY CLINICS

By: Jeffrey G. Lobas, MD Date: July 5, 2001

Name: Jeffrey G. Lobas, M.D.

Title: Director

By: R. Edward Howell Date: 7/13/01

Name: R. Edward Howell

Title: Director and Chief Executive Officer
UNIVERSITY OF IOWA HEALTH CARE

Federal Tax Identification Number: 42-6004813

State of Iowa, The Department of Human Services

By: Jessie K. Rasmussen Date: 6-15-01

Name: Jessie K. Rasmussen

Title: Director

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EPSDT PROGRAM		July 1, 2001 - June 30, 2002	
	TOTAL	87/8741/5 88804 45 25% DHS MATCH	87/8741/0 00000 00 75% FEDERAL MAC
Program Associate	17,662	4,416	13,247
(.25 FTE) BW-Iowa City			
ANP	3,703	926	2,777
(.05 FTE) JA-Council Bluffs			
ARNP	5,673	1,418	4,255
(.075 FTE) JS-Waterloo			
ANP	50,231	12,558	37,673
(.60 FTE) BM-Iowa City			
ANP	17,767	4,442	13,325
(.25 FTE) KB-Iowa City			
Staff Nurse II	4,887	1,222	3,665
(.10 FTE) JB-Sioux City			
Staff Nurse II	14,310	3,578	10,733
(.25 FTE) RE-Des Moines			
Staff Nurse II	12,233	3,058	9,175
(.25 FTE) KT-Iowa City			
Staff Nurse II	13,034	3,259	9,776
(.25 FTE) LJ-Des Moines			
ARNP	4,135	1,034	3,101
(.05 FTE) CJ-Ottumwa			
Staff Nurse II	5,276	1,319	3,957
(.10 FTE) LP-Spencer			
Nurse Clinician Spc	4,733	1,183	3,550
(.10 FTE) -Carroll			
Staff Nurse II	13,034	3,259	9,776
(.25 FTE) -Iowa City			
Program Assistant	16,280	4,070	12,210
(.25 FTE) SM-Iowa City			
Secretary II	10,821	2,705	8,116
(.25 FTE) TH-Iowa City			
Secretary II	11,212	2,803	8,409
(.25 FTE) RW-Des Moines			
Parent Consultant	3,333	833	2,500
(.125 FTE) LN-Sioux City			
Parent Consultant	3,333	833	2,500
(.125 FTE) -Ottumwa			
Parent Consultant	3,333	833	2,500
(.125 FTE) PC-Des Moines			
Parent Consultant	3,333	833	2,500
(.125 FTE) -Council Bluffs			
Parent Consultant	3,333	833	2,500
(.125 FTE) -Spencer			
Parent Consultant	3,333	833	2,500
(.125 FTE) -Mason City			
Travel and Training	6,000	1,500	4,500

TN No. MS-01- 30
Supersedes TN No. MS-00-25

Approval Date OCT 31 2001
Effective Date JUL 01 2001

		50% DHS MATCH	50% FEDERAL MAC
Equipment (2 comp. 2 print)	5,000	2,500	2,500
Resource Materials	1,000	500	500
Telephone	3,000	1,500	1,500
Des Moines Office Rent	1,170	585	585
Office Furniture		0	0
Supplies, Printing, Copying	3,500	1,750	1,750
Postage, Software, Maintenance			
TOTAL	244,659	64,581	180,078

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